**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF WISCONSIN
MILWAUKEE DIVISION**

JEREMY SMITH,	)	
	)	**2:17-cv-00152-JPS**
Plaintiff,	)	
	)	**Judge Stadtmueller**
v.	)	
	)	
TRANS UNION, LLC,	)	
	)	
Defendant.	)	

JOINT REPORT OF RULE 26F PLAN & PROPOSED SCHEDULING ORDER

Rule 26(f) Conference. Pursuant to Fed. R. Civ. P. 26(f), a discovery and case management conference was held on March 10, 2017, and was attended by David Marco for Plaintiff and William M. Huse for Defendant.

A Telephonic Rule 16(b) Scheduling Conference is to be held in the instant matter on March 16, 2017 at 10:30 a.m.

A. Nature of the Case

1. **Nature of the Claims and Counterclaims:** This is an action for damages brought by an individual consumer against a credit reporting agency for alleged violations of the Fair Credit Reporting Act; specifically, Plaintiff has alleged that Defendant has failed to employ and follow reasonable procedures to assure maximum possible accuracy of the information in Plaintiff's credit report.

   Defendant Trans Union, LLC, ("Trans Union") states that it is a consumer reporting agency, as that term is defined by the FCRA and states that at all times relevant, Trans Union maintained reasonable procedures to assure maximum possible accuracy of the information concerning Plaintiff and Trans Union complied with the requirements of the FCRA with respect to Plaintiff. Trans Union, furthermore, properly initiated and conducted any required reinvestigation(s) pursuant to the FCRA. As such, any damages Plaintiff may have sustained were not caused by Trans Union.

2. **Relief Sought by Plaintiff:** Plaintiff seeks all damages allowable under the FCRA, including statutory damages of $1,000.00, actual damages, punitive damages, attorneys' fees and costs.

3. **Major Legal Issues:** Whether Defendant's actions constitute a violation of the FCRA; and whether Plaintiff's damages were proximately caused by Trans Union.

4. **Major Factual Issues:** Whether Defendant violated the FCRA by causing Plaintiff's file to merge with another and continued to report false information resulting from the mis-merge; and whether Plaintiff suffered any damages proximately caused by Trans Union.

B. Draft Scheduling Order

1. **Discovery:**

By agreement, and with the approval of the Court, the following time limits and deadlines shall be applicable:

a. All disclosures required by Rule 26(a)(1) shall be made on or before March 31, 2017.

b. Any amendments to the pleadings or actions to join other parties shall be filed on or before April 29, 2017.

c. Plaintiff to disclose experts by August 4, 2017.

d. Defendant's to disclose experts by September 5, 2017.

e. All discovery to be completed by October 3, 2017.

2. **Disclosure or Discovery of Electronically Stored Information:**

Defendant does not believe that this case is suitable for electronic discovery, however the parties have agreed to produce any electronically stored information in hard copy or PDF format as an initial matter. Once the parties have had the opportunity to review such documents, the parties agree, if necessary, to confer amongst themselves regarding any additional exchange or production that either party believes necessary.

3. **Whether the Parties have reached an agreement for asserting post-production claims of privilege or of protection as trial-preparation material, and whether the parties request the Judge to enter an order including the agreement.**

The parties request that the Court enter in Order noting that in the event that a document protected by the attorney-client privilege, the attorney work product doctrine or other applicable privilege or protection is unintentionally produced by any party to this proceeding, the producing party may request that the document be returned. In the event that such a request is made, all parties to the litigation and their counsel shall promptly return all copies of the document in their possession, custody, or control to the producing party and shall not retain or make any copies of the document or any documents derived from such document. If, however, the disclosed documents contains the work product of the non-producing party then upon written request by the producing party, said documents may be destroyed rather than returned at the election of the non-producing party. The producing party shall promptly identify the returned or destroyed document on a privilege log. The unintentional disclosure of a privileged or otherwise protected document shall not constitute a waiver of the privilege or protection with respect to that document or any other documents involving the same or similar subject matter.

4. **Motions:**

There are currently no motions pending.

Dispositive motions due by November 6, 2017.

5. **Final Pretrial Order and Conference:**

a. The final pretrial order shall be filed on or before January 8, 2018.

b. The parties shall be ready to participate in a pretrial conference by January 16, 2018.

6. Trial

This matter should be ready for trial by February 12, 2018.

C. Trial Status

1. **Jury Demand:** A jury demand has been made by Plaintiff.

2. **Probable Length of Trial:** 2-3 days.

D. Other Matters

Electronic Service of Discovery: The parties agree that, pursuant to Rule 5(b)(2)(E) and 6(d) of the Federal Rules of Civil Procedure, any pleadings or other papers, including discovery requests, may be served by sending such documents by email to the primary and/or secondary email addresses listed below (or any updated email address provided to all counsel of record). The format to be used for attachments to any email message shall be Adobe Acrobat (.pdf). If an error or delayed delivery message is received by the sending party, then the sending party shall promptly (within three (3) business days of receipt of such message) notify the intended recipient of the message and serve the pleading or other papers by other authorized means.

Exhibits: The parties agree to use a unified exhibit numbering system for any depositions to be taken by either party in this matter.

Dated: March 13, 2017

For Plaintiff, Jeremy Smith

s/ David M. Marco

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